

Southeast Region

INVITATION TO BID Contract Number 1625

Contract Digest: HUSUM FRIS Inventory 2016 3,224 Acres

Provide forest sampling services. This work includes collecting tree measurements on variable radius plots at the rate of 1 plot/ 5 acres.

Notice To Bidders Definitions

SECTION I

■ Instructions to Bidders

SECTION II

- Division I General Provisions
- Division II Specifications for the Activity
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SECTION III

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■ Bid Form

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NOTICE TO BIDDERS

You are invited to bid on this contract and are advised to examine the survey units prior to bidding.

Sealed bids will be accepted at the Department's Southeast Region office until 1:30 p.m. on **May 16, 2016** at which time and place all bids will be opened and read aloud. Individuals who wish to request special accommodations for the bid opening (e.g., sign language, interpreters, Braille, etc.) should contact the Department ten (10) Working days prior to the scheduled bid opening.

The sealed bid envelope should be prepared in the following manner:

Addressed to: Todd Welker, Southeast Region Manager

Washington State Department of Natural Resources

713 Bowers Road Ellensburg, WA 98926

Upper left corner: Bidder's Address

Lower left corner: Husum FRIS Inventory – "Sealed Bid"

Invitation to Bid/Contract Number: 1625

Questions pertaining to this Invitation to Bid can be answered by contacting the Klickitat Unit Forester, Albert Durkee at (541) 490-3678. Oral explanations, interpretation, or instructions given before the award will not be binding.

The Department reserves the right to amend this Invitation to Bid/Contract by giving written notification to all known bidders at least seven (7) days prior to bid opening.

Payments on this Invitation to Bid can only be paid out to contractors who are registered with The Department of Enterprise Services (DES)

http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx

Address Statewide Payee Desk P.O. Box 41434 Olympia, Wa 98504

Phone: 360-407-8180 FAX: 360-664-3363

DEFINITIONS

- **A.** 'Compliance Forester' means the Department staff that performs the compliance inspections, approves Work, recommends payment to the Contract Manager, and manages the Work Schedule.
- **B.** 'Contract' means this Invitation to Bid/Contract the Pre-Work Conference packet and all required documents provided by the contractor.
- C. 'Contract Manager' means the Department staff that processes this Contract, makes payments, provides and facilitates dispute resolution, provides technical advice to the Compliance Forester, and is the first point of contact for questions relating to this Contract or interpretation of Work. The Contract Manager may perform the duties of the Compliance Forester.
- **D.** 'Contractor' means the bidder who was awarded this Contract.
- **E.** 'Department' means the Department of Natural Resources of the State of Washington, acting through an authorized employee.
- F. 'Designated Contract Representative(s): Those individuals designated by the Contractor on the Pre Work form during the Pre Work Conference (2-11, 2-12)
- **G.** 'D.B.H.' Diameter at breast height, a point on the tree stem 4.5 feet above ground level.
- **H.** 'Force Majeure' means those acts that are unforeseeable and beyond the control of either party to the Contract. Acts of Force Majeure include, but are not limited to: acts of God, the public enemy, fire, or other casualty. Force Majeure may result in an equitable adjustment in the time period to complete the Contract.
- I. 'Pre-Work Conference' is the meeting between the department and the contractor after award of the contract is made but prior to commencement of work. Items agreed upon in this meeting are signed off by both the department and the contractor and become part of the contract.
- J. 'Region Manager' means the designated Department staff responsible for managing the affairs of the Department in designated large geographic areas. The Region Manager may perform the duties of the Contract Manager.
- **K.** 'Unit' is the individual geographical area that the Work is to be done on. Each unit is specifically identified by number on the Bid Form (Section IV), the Unit Description, and corresponding Unit Map (Section III).
- L. 'Unit Bid Price' is the rate per plot written in the Unit Bid Price column of the bid form (Section IV Bid Form).
- M. 'Work Schedule' means the approved timeline for how the requirements of this contract will be fulfilled by the contractor. The work schedule is agreed upon during the Pre-Work Conference by both the department and the contractor.
- N. 'Work' means the services the Contractor is required to satisfactorily complete this Contract found in Section II Specifications for the Activity and Section III Unit Description
- **O.** 'EDR' means Electronic Data Collector the contractor will be required to collect data on and download data from.
- **P.** 'GPS' means the handheld device that will be used to locate the plot center for each plot within the 'Units'.
- Q. 'Unit Map' means the paper map provided which illustrates the plot center locations and numbers for each 'FIU' and 'FMU'. Unit maps are included within Section III Unit Description.

SECTION I: INSTRUCTIONS TO BIDDERS AND CONTRACT AWARD

1-01 Unit Inspection & Bid Preparation

Bidders are expected to examine this entire Invitation to Bid/Contract and are urged to inspect the Unit(s) prior to submission of their bid. Bidder acknowledges through submission of their bid that it has ascertained the nature and location of the Work and investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

- A. Conditions bearing upon transportation, disposal, handling, and storage of materials;
- B. The availability of labor, water, electric power, and road;
- C. Uncertainties of weather, river stages, tides, or similar physical conditions at the Unit;
- D. The confirmation and conditions of the ground;
- E. Seasonal conditions that may affect the timing and use of materials needed for the Work; and
- F. The character of equipment and facilities needed to complete the Work.

Bids should include all costs, any failure of the bidder to examine the Invitation to Bid/Contract or the Unit(s) prior to submission of the bid will not relieve the bidder from responsibility for properly estimating the cost of satisfactorily completing this contract.

1-03 Bid Submission is Offer to Contract

Your bid in response to this Invitation to Bid/Contract is an offer to contract with the Department. All offers shall remain firm for a period of 90 calendar days after the bid opening, If there is a problem and the lowest responsible bidder is unable to accept this contract the next lowest responsible bidder will be contacted for possible award. An Invitation to Bid becomes a contract when officially awarded by the Department with the return of a countersigned SECTION V - Offer and Contract Award.

1-05 Bid Contents

The bid shall include the Bid Form (Section IV), the Offer and Contract Award Form (Section V) properly completed and signed, the bid deposit specified in Clause 1-09, and Contractor's Declaration of Industrial Insurance Status.

1-07 Withdrawal of Bid

A bid may be withdrawn in person by a bidder's authorized representative before the opening of the bids. Bidder's representative(s) will be required to show ID and sign on the bid summary sheet before it will be released.

1-08 Rejection of Bids

To be considered, bids should conform to the above requirements, except that the Department may waive informalities and minor irregularities in bids received. The Department reserves the right to reject any or all bids received.

1-09 Bid Deposit

A bid deposit of ONE THOUSAND DOLLARS (\$1,000) is required. This deposit assures the Department that the bidder will accept award of any items on which the bidder is the lowest responsible bidder. In the event the bidder rejects award of **any item**, the bidder will forfeit the bid deposit. The bid deposit must be in the form of certified check made payable to the Washington State Department of Natural Resources and include a reference to the bid/contract number. The bid deposit must be delivered to the Department's Region Office with the delivery of the

bid (Clauses 1-04 and 1-05). The bid deposit of a bidder awarded the contract will be released when the performance/damage deposit has been approved, or the bid deposit may be converted to apply to part or all of the required performance/damage deposits after contract award. Once all the bids are evaluated and the contract has been awarded, bid deposits will be returned to all unsuccessful bidders.

1-10 Performance and Damage Deposit

The bidder awarded the Contract (Contractor) agrees to furnish a performance and damage deposit of ten percent (10%) of the Contractor's total award established in the award letter. The deposit shall be in the form of certified check or cashiers check made payable to "Washington State Department of Natural Resources", irrevocable letter of credit, or a savings account assignment. This deposit guarantees performance of this Contract and payment of damages caused by operations during the performance of this Contract or resulting from Contractor's noncompliance with any contract provisions or the law. In the event the Department needs to utilize the deposit for purposes such as repair or replacement of contractor damage to the EDR or GPS or to complete unfinished work under the original contract, the Contractor shall replace the portion(s) by the due date indicated on the written notification from DNR before work proceeds.

1-11 Lowest Responsible Bidder

Award of this Contract shall be to the lowest responsible bidder as determined by the Department. In determining the lowest responsible bidder, in addition to price, the following may be considered: (a) the ability, capacity, and skill of the bidder to perform the contract; (b) the character, integrity, reputation, judgment, experience, and efficiency of the bidder; (c) whether the bidder can perform the contract within the time specified; (d) the quality of performance of previous contracts and/or through reference checks; and (e) the previous and existing compliance by the bidder with laws relating to the contract or services. The Department's determination that a bidder is not qualified shall result in rejection of the bid submitted.

1-12 Award Letter

The Department will make every effort to mail an award letter with instructions and a copy of the executed contract to the successful bidder within ten (10) business days of bid opening.

1-13 Conditions on Award

Within ten (10) business days after the bidder receives their award letter, the Department must receive the signed contract, the performance and damage deposit, and insurance certificate at the Department's Region Office (Page 2 Notice to Bidders). The Department may extend upon written request to the Contract Manager, the time allowed for receipt of the above items. If the bidder fails to submit the above items within the time specified, the Department may consider the contract award rejected and may terminate award of the contract.

1-14 Contract Modification or Cancellation

The Region Manager reserves the right to modify or cancel this Contract in part or whole without cause. The Contractor shall be paid only for Work performed satisfactorily prior to cancellation of the Contract.

SECTION II-A: GENERAL PROVISIONS

2-01 Compliance with all Laws

The Contractor shall comply with all laws and regulations of the United States, State of Washington, and counties where the Work is located. The Contractor will make any payments, contributions, remittances, and reports or statements required under those laws.

2-02 Licenses and Permits

The Contractor shall, without additional expense to the Department, obtain all required licenses and permits necessary for executing the Contract.

2-03 Indemnification and Hold Harmless

To the fullest extent permitted by law, Contractor shall indemnify, defend, and save harmless the State, agencies of the State, and all officers and employees of the State, from and against any and all claims for injuries or death, including claims by Contractor's employees, or for damages arising out of, resulting from, or incident to Contractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend and save harmless shall not be eliminated or reduced by any alleged concurrent negligence of the State or its agencies, employees, and officers. Contractor waives its immunity under Title 51 RCW to the extent required to indemnify, defend, and save harmless the State and its agencies, officers, or employees.

2-04 Insurance

Before commencing Work, the Contractor shall obtain and keep during the term of this Contract the following liability insurance policies, insuring Contractor against liability arising out of its operations, including use of vehicles. Failure to buy and maintain the required insurance may result in termination of the Contract. The limits of insurance, which may be increased by the Department as deemed necessary, shall not be less than as follows:

- A. Commercial General Liability (CGL) insurance, with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit.
- B. **Employer's liability** ("**Stop Gap"**) **insurance**, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- C. **Business Auto Policy (BAP) insurance,** and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto."

All insurance must be purchased on an occurrence basis and should be issued by companies admitted to do business within the State of Washington and have a rating of A- or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved in advance by the Risk Manager for the Department. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

The "State of Washington, Department of Natural Resources, its elected and appointed officials, agents and employees" shall be named as an additional insured on all general liability, excess, and umbrella insurance policies.

Before using any rights granted herein, Contractor shall furnish the Department with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. Certificate(s) must reference the Contract number 1537 in the time required by Clause 1-13.

The Contractor shall provide the Department written notice before cancellation or non-renewal of any insurance referred to herein, as prescribed in statute (RCW Title 48).

All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State. Contractor waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Contract.

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities in this Contract.

2-05 Safety Compliance

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work.

- A. During the Contract performance, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work and prevent damage to property at the Unit and adjacent property. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property; shall protect from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- B. In an emergency affecting the safety or life of employees or adjoining property, Contractor is permitted to act to prevent threatened loss or injury. Within 24 hours of any emergency, Contractor shall notify the Compliance Forester. If directed by the Compliance Forester, within five (5) business days of any emergency. Contractor shall prepare an incident report and submit it to the Department's Region manager within five (5) business days following an emergency if directed to do so by the Compliance Forester.

2-06 Venue

Disputes arising under this Contract shall be brought in the State of Washington and the venue shall be Thurston County.

2-07 Dispute Resolution

Before initiating any litigation over the terms of this Contract, the Contractor commits to the following process:

- A. Any concerns or disputes which the Contractor has relating to this Contract shall first be brought to the attention of the Compliance Forester.
- B. If the Compliance Forester is unable to resolve the dispute to the Contractor's satisfaction, the Contractor will notify the Contract Manager in writing, with specificity, of his dispute. The Contract Manager will provide a written response within ten (10) business days.
- C. If the Contractor is not satisfied with the Contract Manager's response, he will notify the Region Manager in writing of his dispute. The Region Manager will review and set a meeting with the Contractor within fifteen (15) business days, unless the Contractor agrees to a longer period. After the meeting, the Region Manager will provide a written response.

2-08 Subcontracting

The Contractor shall not enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the DNR.

2-09 Nondiscrimination

During the performance of this Contract, the Contractor shall comply with all federal and State nondiscrimination laws, regulations, and policies.

2-10 Contractor's noncompliance

In the event of or refusal to comply with any nondiscrimination law, regulation, or policy this Contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Department. The Contractor shall be given a reasonable time to cure this noncompliance.

2-11 Pre-Work Conference

The Contractor shall attend a Pre-Work Conference before beginning Work. The Compliance Forester will notify the Contractor of the time and place of the Pre-Work Conference.

2-12 Purpose of the Pre-Work Conference

The purpose of the Pre-Work Conference is to document the following on the Pre-Work Conference form:

- A. All required documentation as outlined in sections I and II of the contract have been received from the Contractor, such as insurance forms, prior to beginning Work on this Contract. The following forms included in Section III will also be required to be filled out by the contractor at the pre-work conference:
 - 1. The Pre-work Form which Includes
 - a. The Work plan of operations including the order and time frame in which Work will occur on individual units or groups of units within this Contract.
 - b. Name(s) and contact information for the Contractor and Designated Contract Representative(s), including all personnel authorized to sign unit completion forms and payment invoices.
 - c. Clarification of any unique requirements or conditions of the Work within this Contract prior to commencing Work.
 - d. Names(s) and contact information for the Contract Manager and Compliance Forester(s).
 - e. Time interval(s) at which units will be processed for payment.
 - 2. Key checkout form for all gate keys issued to contractor.
 - 3. Pre-signed A-19 form to release the L&I retainage at the termination of the contract.
 - 4.L&I Report by Landowner form

2-13 Work Delay

Contractor shall promptly notify the Compliance Forester of any actual or anticipated event which is delaying or could delay the Work, including the expected duration of the delay, the anticipated effect of the delay on the schedule, and the action being or to be taken to correct the delay. The notification does not relieve Contractor of the obligation to complete the Work within the time required by this Contract.

2-14 Non-conformances with Work Schedule

If Contractor is not in conformance with the Work schedule for reasons other than acts of Force Majeure, Contractor shall bring its activities into conformance with the schedule or request the Compliance Forester to revise the Work

schedule. The Compliance Forester may require a meeting to determine if a revision is necessary. In the event the Contractor stops Work or if the initial start-up is delayed for a period of one (1) week or more, a new Pre-Work Conference may be held.

2-14.1 Twenty Percent Rule

DNR uses what is referred to as the "Twenty Percent Rule" to determine if a project is no longer viable. The "twenty Percent Rule" states:

If the Contractor's rate of progress towards completion of the contract item is such that the difference between the percentage of the total number of work days remaining in the contract period and the percentage of the total number of uncompleted plots remaining in the contract becomes greater than twenty percent (20%) the project is in jeopardy of being no longer viable, in which case the contractor will subject to clause 2-16.

EXAMPLE 1 OF 20% RULE:

If the contract item term is 100 work days for 4,000 plots and progress of the contractor after the first twenty days of operation is less than 800 plots, then the contractor must revise the work plan to show they can successfully complete the remaining work before the contract expires or be subject to clause 2-16.

EXAMPLE 2 OF 20% RULE:

Percentage of work days remaining: [50 days/100 days*100] = 50% of work days remaining Percentage of plots remaining: [3280 plots/4,000 plots x 100] = 82% plots remaining Difference in percentages: 82% - 50% = 32% difference.

Progress does not meet the "twenty percent rule"; therefore, contractor is subject to clause 2-16.

2-15 Period of Performance

Effective Date: Subject to its other provisions, the period of performance under this Contract shall begin on **May 18, 2016**.

Completion Date: This contract shall terminate on **November 30, 2016** or when all of its terms and conditions have been satisfied, whichever is earlier, unless sooner terminated as provided herein.

2-16 Breach of Contract

Nonperformance, unsatisfactory performance, or willful violation of Contract requirements by the Contractor shall constitute breach of contract and the Department may collect liquidated damages, terminate the contract with forfeiture of the performance and damage deposit, or declare breach of contract and make a claim for actual damages suffered by the Department. Any delay or failure of performance by the Department or Contractor, other than the payment of money, shall not constitute a breach if the cause was Force Majeure.

2-17 Washington State Forest Fire Protection Requirements

The Contractor and employees shall be familiar with the Washington State Forest Fire Protection Requirements and adhere to them. These requirements are found in: Revised Code of Washington Chapter 76.04

2-20 Open Fires

The Contractor shall not build any open fires on the contract area without first obtaining written permission from the Compliance Forester.

Section II-B: Specifications for the Activity

2-24 Precedence between Sections

Section II-B covers the general standards that apply over the whole contract. If a change is required on a site by site basis those differences will be outlined on the Unit Description Form (Section III-A). The site specific details found on the Unit Description Form should take precedence over these general guidelines when they exist.

2-25 Workers, Supervision and Equipment

The Contractor shall provide:

All necessary equipment and personnel to complete the project in the time frame specified in this contract. This shall include all equipment necessary to access the forest management units (FMUs) within the assessment area including a vehicle with chains and other equipment such as ATV's or snowmobiles necessary to access the project area in adverse weather conditions. The contractor will provide all necessary equipment required to complete the field portion of the contract including, but not limited to, Garmin gps units, diameter tapes, clinometers, and computer programs. The contractor shall provide all necessary supplies required to complete the field portion of the contract. The contractor must also have access to a computer to be able to provide all necessary deliverables to the DNR Compliance Forester as specified in Exhibit B.

The Contractor shall produce the following:

- 1. Work Schedule- At Pre-Work Meeting.
- 2. **Field Notes-**Within 10 working days of completion of task or unit.
- 3. **Plot data by FMU/FIU via the DPP program-**Within 10 working days of completion of task or unit.

All reports, data, and field notes shall be submitted electronically to Compliance Forester. All required products must be delivered to the DNR Compliance Forester.

Exhibits that follow contain a detailed scope of work to be completed by the contractor. The Contractor shall complete all specified Contract work including submission of reports, and/or other required documentation within the time periods set forth in the Contract.

Conduct of Work. The Contractor shall furnish all necessary qualified personnel, material, and equipment, and manage and direct the same to timely complete the work described in this Contract. Prior to commencing work each cruiser employed or subcontracted by the contractor or subcontractor or lower tiered subcontractor must be certified in writing by the DNR contract administrator to perform contract work. Contract certification will be determined by the cruiser's experience, qualifications and his/her demonstrated abilities of performing the work required.

Any cruiser not meeting the DNR's minimum experience and qualifications or fails to demonstrate a reasonable ability to perform the work will not be certified. At any time during the project the DNR may by verbal request require a cruiser to demonstrate his/her abilities at an onsite meeting with the DNR's contract administrator or a designated representative. At the on-site meeting the cruiser will be asked to demonstrate their ability to use proper techniques and methods for gathering inventory plot information in accordance to standards determined by the DNR. The DNR will not compensate for loss of production the contractor may incur during this meeting.

2-25 Boundaries

- A. The boundaries of the FMU's and FIU's are not marked on the ground. Plot locations within FMU and FIU boundaries will be established with the gps.
- B. Net acreage as indicated in the Unit Description was measured on the horizontal plane.

2-47 Contractor shall furnish:

- A. Qualified cruisers to complete the contract within the contract term. Qualified cruisers must meet the following minimum qualifications: A) Bachelor's degree in forestry or related field and three months cruising and/or inventory experience; or B) Associates degree in forestry or related field and six months cruising and/or inventory experience; or C) High school graduate or equivalent and one year cruising and/or inventory experience.
- B. All costs of operation and maintenance not specifically furnished by the Department under 2-55 below shall be borne by the Contractor.
- C. To provide all plot data files electronically to the DNR's Project Manager within 10 days of completion. Download locations and times will be documented in the pre-work form at the pre-work conference and will be somewhat flexible to minimize contractor travel times to submit data within this time frame.
- D. Periodic supervision of workers to insure completion of work to contract standards.

2-55 Department shall furnish:

- A. A Department Representative to acquaint the Contractor with each unit to be worked and to conduct periodic field inspections on a minimum of 10% of completed plots prior to payment on any individual unit.
- B. Maps and Garmin.gpx files for plot locations.

2-61 Determination of Payment

Compliance and payment for work performed will be based on the following:

- A. The plots illustrated on the Unit Maps in Section III, provide the basis for determining work to be completed. Failure to complete plots within 1 chain (66 feet) of the plot center established by the Department renders work unsatisfactorily completed. The Contractor is to utilize the Garmin GPS with plot locations pre-loaded by the contract manager to navigate to all plot centers. No consideration or payment will be given for work that extends beyond unit boundaries by error. Work procedures shall follow the procedures in SECTION III titled FIELD MANUAL.
- B. Determination of work satisfactorily completed is described in the FIELD MANUAL.
- C. A minimum of 10% of plots completed by the contractor will be evaluated by the Compliance Forester to determine payment on each completed unit.

2-71 Unsatisfactory Work Compliance

- **A.** The Compliance Forester will inspect the contract work to determine if plot location and data collection accuracy is satisfactory before payment occurs for each work unit.
- **B.** The Contractor will be notified of any unsatisfactory unit(s) or parts thereof, within 2 weeks of the unit completion date.
- **C.** If found unsatisfactory, Contractor will be subject to clause 2-16 and any re-work by the contractor will be at his or her own cost and may be deducted from the contractor's performance security for purposes of paying another contractor to complete the work if a Breach of Contract occurs.
- **D.** At the department's option, the Contractor shall rework a unit on which the Contract's work performance is not rated satisfactory, and further, it shall be the Department's option to require the rework be completed prior to starting new work. Rework areas will be reexamined for contract compliance, the resulting performance rating will supersede the previous performance rating for the area in question.
- **E.** Plot data must be submitted electronically from the handheld data collectors to Compliance Forester or Contract Manager within ten (10) days of completing a unit or work will be unsatisfactory.

2-76 Payment shall be made as follows:

Payment may be made by the month, unit or by one total payment. Details of payment schedule will be determined in the pre-work conference (Clause 2-71). The Department will attempt to comply with the desires and needs of the Contractor but assumes no legal duty or obligations to adhere to the schedule of payments so arranged.

- **A.** Contractor or contract representative (Clause 2-28) and the Compliance Forester shall sign the Unit Completion Form at time of data download. Final payment will not be made to the Contractor unless the plot data downloaded is deemed satisfactory by the Compliance Forester field audit, and "final" payment is designated thereon.
- by DNR as security for L&I industrial insurance premiums owed for their workers. Upon determination that the Contractor has met all financial obligations for industrial insurance premiums related to the Item(s) of this Contract, the 10% retainage will be returned to the Contractor. DNR will return this retainage approximately 45 days following close of the quarter in which the work was completed. However, if the Contractor notifies DNR in writing that they have paid all L&I premiums associated with the Item(s) of this Contract, DNR will, upon determination that the Contractor has met all financial obligations for industrial insurance premiums related to the Item(s) of this Contract, work diligently to return the retainage as soon as practical.

Exhibit A

SCOPE OF WORK

1.01 Project Area and Description

There are 28 units totaling approximately 3,224 acres. Plots are established at 1 plot/ 5 acres totaling 547 plots. There is a maximum number of 30 plots in stands greater than 150 acres in size.

2.01 Scope of Work

Contractor is expected to complete the following tasks.

1. Forest Plot Sampling

Forest sampling of Forest Management Units (FMUs) according to attached DNR FAST FRIS Sampling Protocol. IMPORTANT NOTE: For this contract the frequency of age/site trees will be 1 measured age tree/ 3 plots NOT 1 age tree/plot as described in the Protocol. A minimum of 3 age trees in stands with 9 or fewer plots, and then 1 additional per every 3 plots thereafter.

3.01 Description of plan to accomplish tasks, study, project, etc.

The contractor is expected to have the necessary staff and equipment to complete the project in the allotted time frame. The contractor's staff members who will be working on the project are expected to be at the pre-work meeting. The Project Leader for the contractor is expected to provide regular progress reports to the DNR's Compliance Forester once work commences. Access to the project area is the responsibility of the contractor including the use of snowmobiles, ATV's, snowshoes, or other equipment necessary to complete the project. The contractor is further expected to provide or have access to all necessary equipment to complete the project on the ground such as: GPS units, data recorders, compasses, clinometers, diameter tapes, field notebooks, and other equipment necessary to complete the project.

4.01 Project schedule for conduct of work

Following is a list of tasks associated with this project. It is understood that the Contractor may be working on different tasks at the same time after the pre-work meeting. The Compliance Forester for the DNR (or their representative) is expected to approve or disapprove completion of the task within five (5) working days after the Contractor submits required field notes and/or reports and notifies the Compliance Forester that the task has been completed.

TASK	DATE					
Pre-work meeting	05/23/2016					
Forest sampling submission of data	TBD					
Final inspection & approval of project tasks by DNR	11/18/2016					
Compliance Forester						
Authorization for final payment to contractor by DNR	11/25/2016					
Compliance Forester						

5.01 Products and Timelines

The contractor shall be responsible for submitting the following information and reports:

- 1. Field notes/copy of unit map
- 2. Forest Stand sample data via DPP data recorder files.

Field notes and data should be submitted to the DNR Compliance Forester within ten (10) working days after completion of the task on each FMU.

Stands must be surveyed in two groups with Item 1-18 stands (353 plots) listed in Section IV Bid Form being completed as a group prior to Item 19-28 stands (194 plots).

6.01. Acceptance Criteria for Products

The Compliance Forester for the DNR (or their representative) will accept or reject tasks submitted for approval within five (5) working days after submission. Submitted work will be checked for accuracy and adherence to guidelines set forth in the contract. If a task submitted for approval is not acceptable to the DNR, the Compliance Forester for the DNR will contact the contractor's Project Leader to discuss reasons for disapproval and steps necessary to bring the work up to DNR standards. The contractor is then expected to provide a timeline for making the necessary changes to bring the work up to DNR standards within a reasonable period of time agreeable to both parties.

If unacceptable work is rejected a second time, the DNR reserves the right to charge the Contractor for additional cost incurred to the DNR for future inspections. This work will be charged at a rate of \$50 per hour for all DNR employees (including support staff) used to approve the required task.

DNR reserves the right to request additional reports relating to various aspects of the project.

DNR CONTACTS

Compliance Forester; Albert Durkee

Klickitat Unit Forester DNR Southeast Region 713 Bowers Road Ellensburg, WA

Cell: (541) 490-3678

Email: albert.durkee@dnr.wa.gov

FAST FRIS PROTOCOL (Version 1.0)

Equipment

- Datarecorder
- Garmin GPS Unit
- 75-ft loggers/dbh tape
- Flagging (pink/black)

Quick Reference

Tree Plots

1: live trees >= 1ft tall < 5.5". Fixed-area plot 11.8 ft radius.

Down Wood

Radio

Two transects 50' long. Record pieces >=4" where crossing

Increment borer

10,20,40,60 prisms or Relaskop

2: live and dead trees >=5.5" dbh. transect. Variable-radius plot.

arrable-	radius piot. Co	nifer Speci	ies
Code	Description	Code	Description
YC	Alaska yellow cedar	RJ	Rocky Mtn. juniper
DF	Douglas-fir	SP	Scotch pine
ES	Engelmann spruce	SQ	Sequoia
GF	Grand fir	SS	Sitka spruce
LP	Lodgepole pine	AF	Subalpine fir
МН	Mountain hemlock	WH	Western hemlock
NF	Noble fir	WL	Western larch
SF	Pacific silver fir	RC	Western redcedar
PY	Pacific yew	WP	Western white pine
PP	Ponderosa pine	WB	Whitebark pine
ос	Port Orford cedar		
	Hard	lwood Spe	cies
Code	Description	Code	Description
AS	Aspen	OA	Oregon ash
MA	Bigleaf maple	00	Oregon oak
ВС	Black cottonwood	MD	Pacific madrone
CA	Cascara	BR	Paper birch
СН	Cherry	RA	Red alder
AC	Crabapple	WA	White alder
DG	Dogwood	wo	Willow
нw	Hawthorn		

Damage Codes

	DC		DS
Bark Beetle	1	BOLE ATTCK UNSUCCESSFUL	1
		STRIP ATTACK	2
		BOLE ATT SUCCESSFUL	3
		TOPKILL	4
Defoliation	10	DEFOL <25% NO TOPKILL	1
		DEFOL <25% <10% TOPKILL	2
		DEFOL <25% >10% TOPKILL	3
		DEFOL >25% NO TOPKILL	4
		DEFOL >25% <10% TOPKILL	5
	\top	DEFOL >25% >10% TOPKILL	6
		DEFOL >76% NO TOPKILL	7
	_	DEFOL >76% <10% TOPKILL	8
	_	DEFOL >76% >10% TOPKILL	9
Mistletoe	30		1
		HAWKSWORTH 2	2
		HAWKSWORTH 3	3
	\top	HAWKSWORTH 4	4
	+	HAWKSWORTH 5	5
	_	HAWKSWORTH 6	6
Animal	70		0
Ammai	70	GIRDLED 5-15%	1
		GIRDLED 16-25%	2
	_	GIRDLED 26-35%	3
		GIRDLED 36-45%	4
		GIRDLED 46-55%	5
		GIRDLED 56-65%	6
		GIRDLED 66-75%	7
·		GIRDLED 76-85%	8
		GIRDLED 86-100%	9

FRIS RGN DataPlus Application

Navigate to sample point using GPS. When GPS indicates you're within 20ft or reading begins jumping around then walk an additional 20 ft in your direction of travel. Tie flagging on stout stick and put in ground for plot center. Tie more flagging at or above eye level.

1. Open DataPlus.

Go to Menu > App > Select Application. Select FRIS RGN

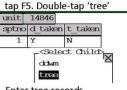


lew Dataset Name	Create
12345	Cancel

4. Enter your initials and BA factor. Tap F5 to continue.



5. Enter first sample point (1) and

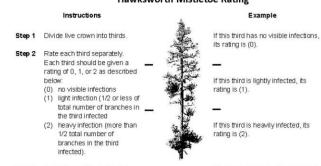


6. Enter tree records. cnt = tree count (usually 1). sid = sample id (plot type)1: Trees < 5.5" dbh and > 1 ft tall. Recorded on 11.8 ft fixed-area plot. 2. Tree >= 5.5". Variable-radius plots. Measure all DBH. Will be asked for HT on 20% of trees. age = Count rings on one core from one tree per plot. Order of preference: Westside: DF, WH, SF, RA Eastside: WL, PP, DF, LP, GF.

Use down arrow to create a new tree record.

SPI	D	F	dbh	23.2	2			
no	a	nt	obs	pty	spp	dbh	ht	age
	L	1	1	1	DF	5.0	23	0
2	2 :	1	1	2	D	23.2	123	52

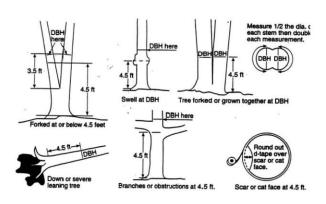
Hawksworth Mistletoe Rating



Add ratings of thirds to obtain rating for total tree

The tree in this example gets a rating

DBH on Unusual Trees



FRIS RGN DataPlus Application

Down Wood

7. Use right arrow to scroll right. Record damage codes if applicable. For dead trees DC1 = 99. Scroll right again to enter comments under notes.

uni	t[.	1484	16	spt	no	1	no	2
app	DF	dbh	1	23.2	2			
dcl	ds.	l de	2	ds2	dc	ds.	3	
00	0	T		0		0		
OD	0	T		0		O		

8. Press F4 when tree records are complete. Error report will run. Correct errors before proceeding

quickly, don't measure them with tape. Decay Class 1 Decay Class 2

Decay Class 5

Imagine a line going through the pith

Only count pieces where that line is

multiple times if it intersect the line

Decay Class 4

above ground where it crosses the

transect. A piece can be counted

more than once. Id. sd. In. and dc

measurements should be made

of the piece (going down center of log).

9. Down wood. Tap F5 under sptno and then double-tap ddwm

unit	14846	
sptno	d_taken	t_taken
1	Y	Y
	ddwm tree	t Child
	FOC 1	o Aborts

10. Randomly spin compass to get direction of first transect. Record the following on a 50 ft transect for each piece that crosses the transect" tr: transect (1 or 2. Need to do both)

Decay Class 3

spp: RC (red cedar) or OT (other)

td: diameter of woody material where crosses transect. (must be >=4"). Measure with tape in whole inches.

Id: diameter of piece at large end. estimate in whole inches

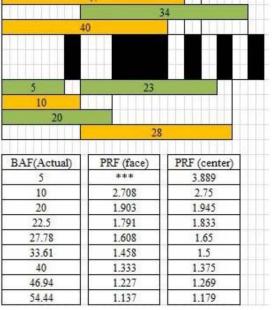
sd: diameter of piece at small end (>=4") estimate in whole inches.

In: piece length. Estimate in feet dc: decay class.

unit 14846 sptno obs tr no spotd ld sd ln dc 1 1 Or 4 24 4 45 1

11. Shift 90° clock-wise for 2nd transect and repeat as above. Tap F4 when done.

Relaskop Cheat Sheet



Using PRF center

1) Measure DBH. 2) Measure distance from plot center to tree face. 3) Add radius of stem in feet (calculate by dividing DBH by 24) to distance to tree face. 4) Multiply DBH x PRF. This is the limiting distance. 5) If (4) greater or equal to (3) then tree is IN THE PLOT. 6) If (4) is less than (3) then tree is out.

FAST FRIS PROTOCOL (Version 1.0)

Tree Measurements: Two Plot Types

1: live trees >= 1ft tall < 5.5". Fixed-area plot 11.8 ft radius. Record SPECIES, DBH for all trees. Will be asked for HT on 20% of trees. DBH can be estimated and recorded to nearest 1". If there are > 20 trees on plot, then plot can be split by dividing the area into two halves with equal numbers of trees. Record 2 under cnt for each tree on split plot and "split" in notes column.

2: live and dead trees >= 5.5" dbh. Variable-radius plot. Pick a BAF so that 5 to 10 trees are measured per plot. You will be asked to measure height on 20% of trees. All "in" trees need to be measured for DBH with a tape and recorded to nearest 0.1". Record damage codes (DC) and severity (DS). Up to 3 codes can be entered per tree; if more damage then code first three as listed. Dead trees coded DC1 = 99 and decay class under DS1. No additional codes needed on dead trees.

age: core 1 tree per plot at breast height, free of defect and from dominant cohort (like site trees). Measure height on cored trees. Count rings and record under age; add up to 5 years if the tree center is missed. Order of preference: Westside: DF, WH, SF, RA Eastside: WL, PP, DF, LP, GF.

Edge Plots Some tree may be double-counted (cnt = 2) if plot is near the edge of the unit. Use the "walk through" method. Determine whether a tree is closer to plot center or edge. If closer to plot center record it normally. If it may be closer to edge then measure the distance from the tree to plot center. Next travel along the same imaginary line between the tree and plot center for the same distance as from the plot center to the tree. If you don't reach the edge, count the tree normally. If you pass beyond the edge (and don't re-enter the unit) then record cnt = 2 and record "EDGE" in the notes column.

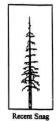
Down Wood

Recorded on two transects each 50 ft long. Record pieces with diameter > 4" where crossed by transect. See more instructions in the FRIS RGN Application section.

Damage Codes

DC		DS	
Abiotic	80	MINOR	1
Logging	91	SEVERE	2
Bole Rot	49	VOL LOSS <5%	0
Unspecified	95	VOL LOSS 5-15%	1
Broken Top	96	VOL LOSS 16-25%	2
Dead Top	97	VOL LOSS 26-35%	3
Multiple Tops	98	VOL LOSS 36-45%	4
		VOL LOSS 46-55%	5
		VOL LOSS 56-65%	6
		VOL LOSS 66-75%	7
		VOL LOSS 76-85%	8
		VOL LOSS 86-100%	9
Dead Tree (snag)	99	DECAY CLASS 1 RECENT	1
		DECAY CLASS 2 HARD SNAG	2
		DECAY CLASS 3 SOFT SNAG	3
		DECAY CLASS 4 VERY SOFT	4
		SNAG	

Snag Decay Class







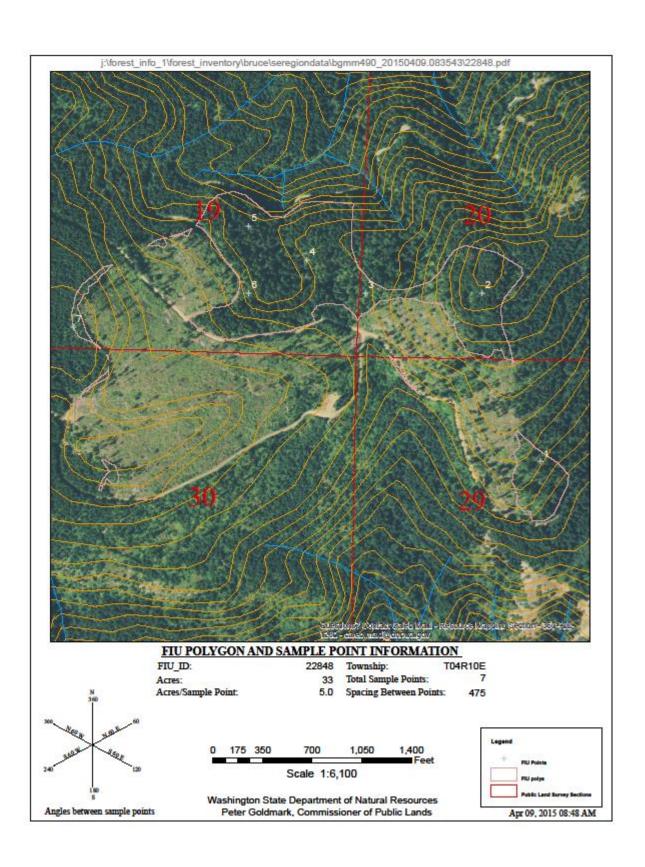
Decay Class 2

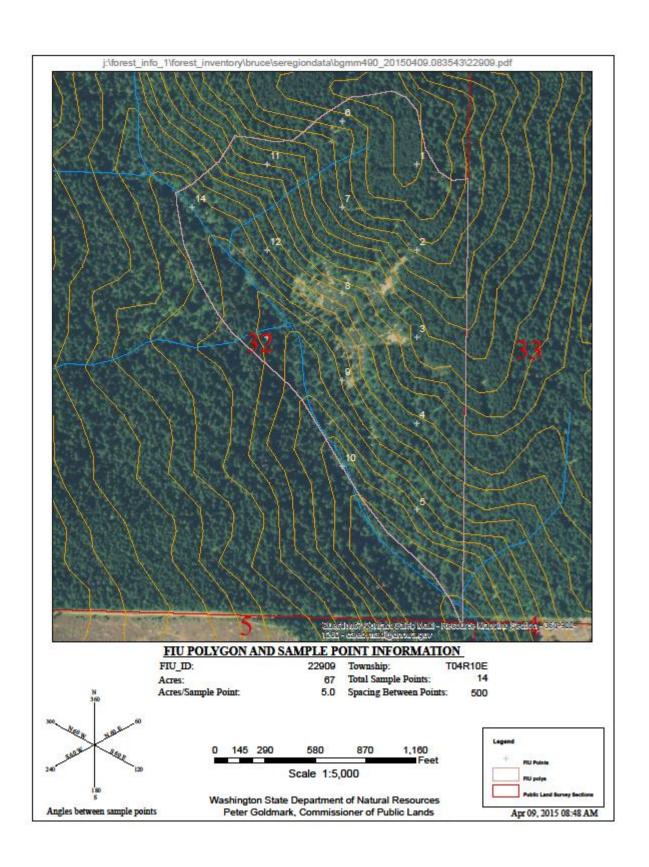


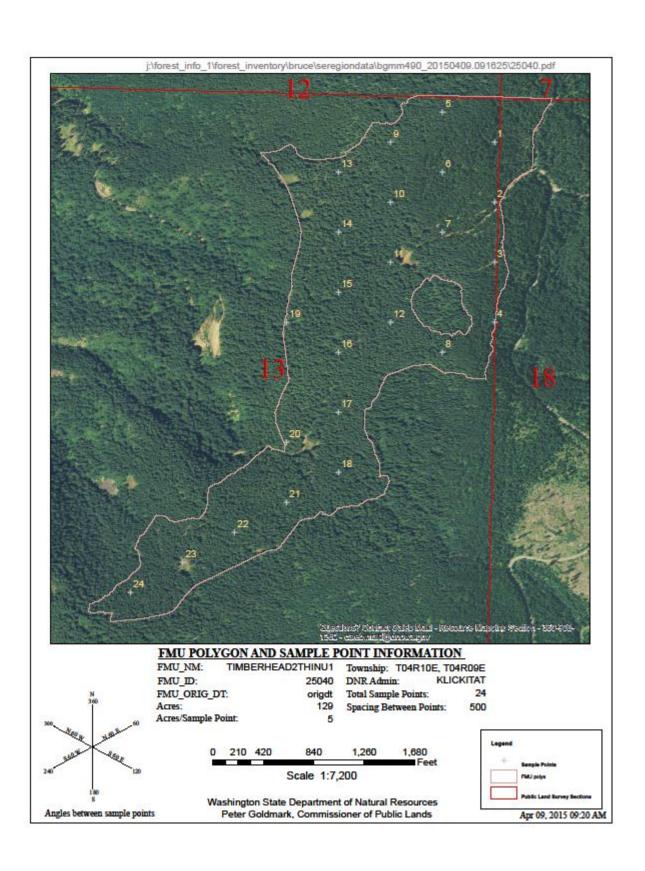
Decay Class 3

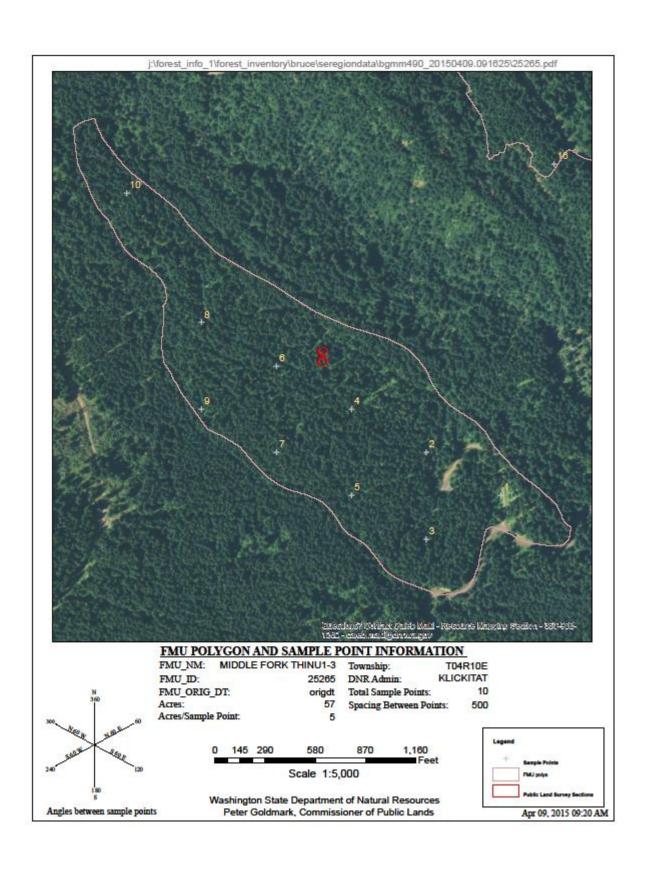


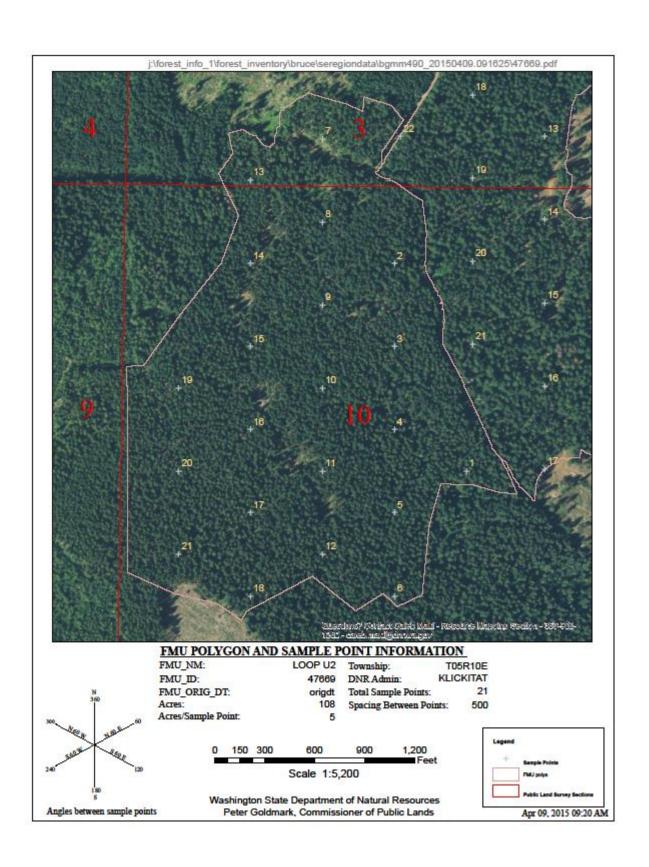
Very Soft Snag

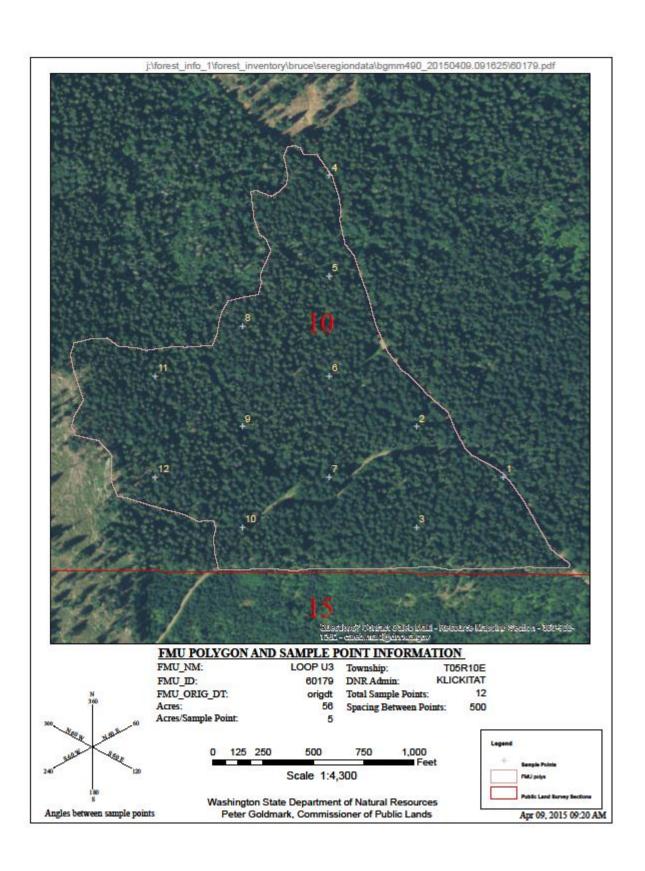


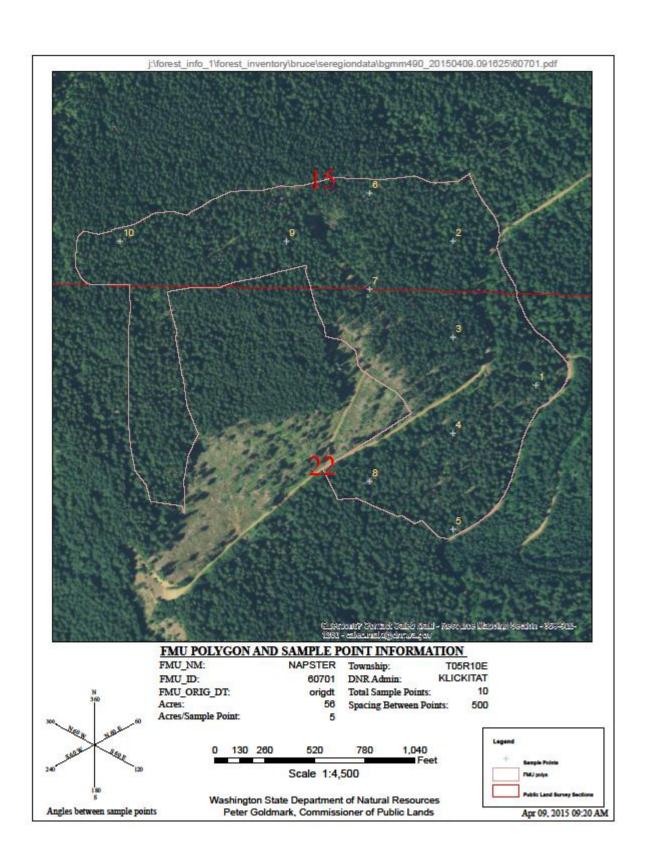


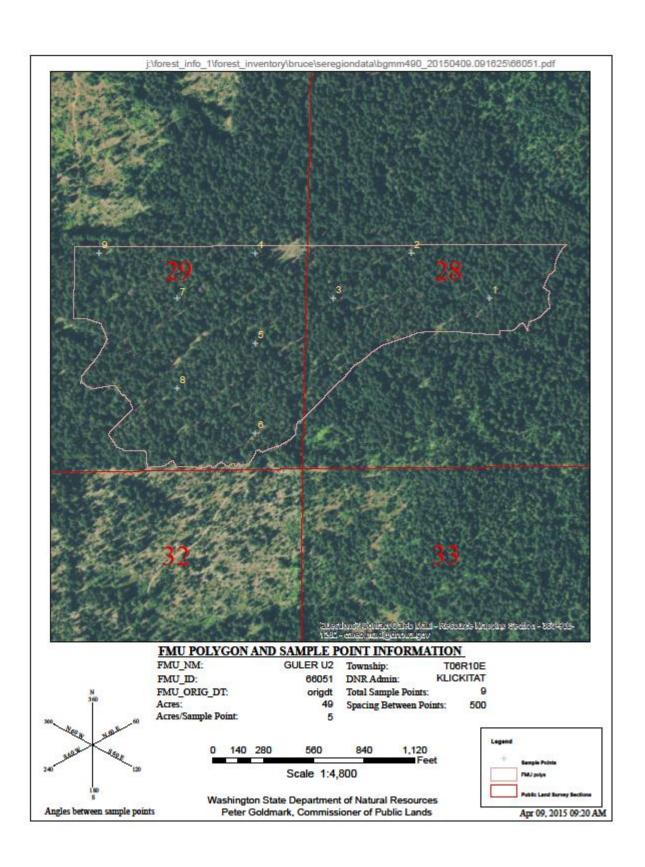


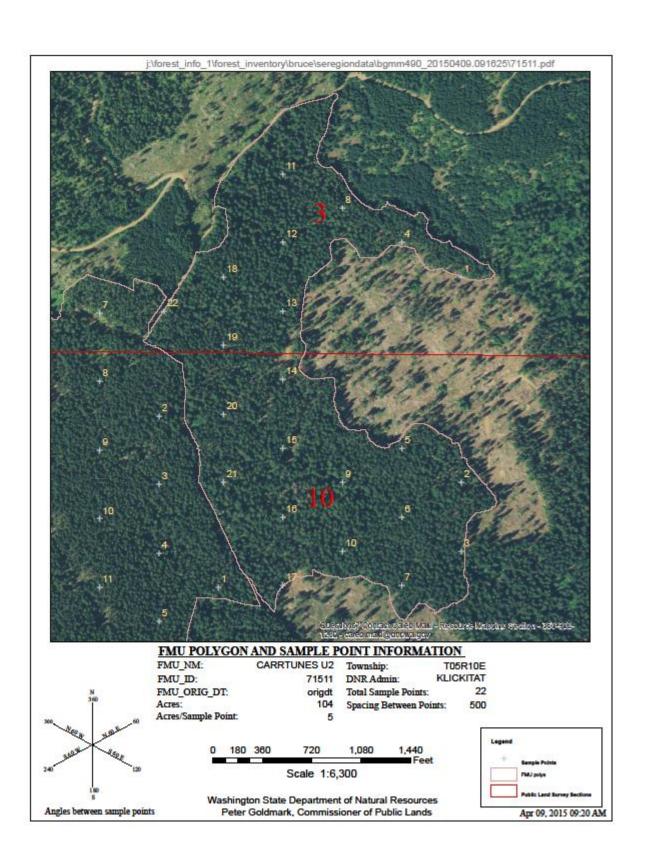


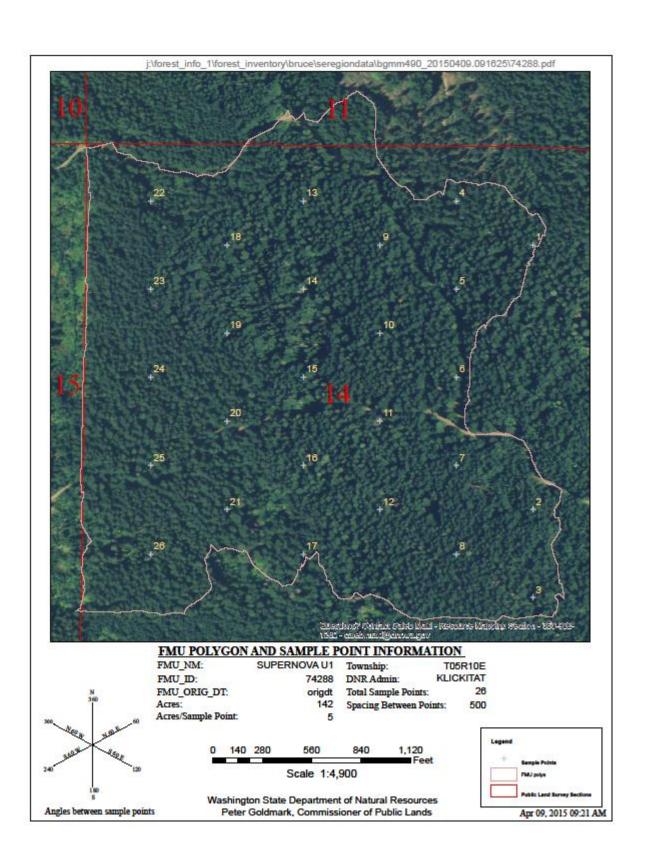


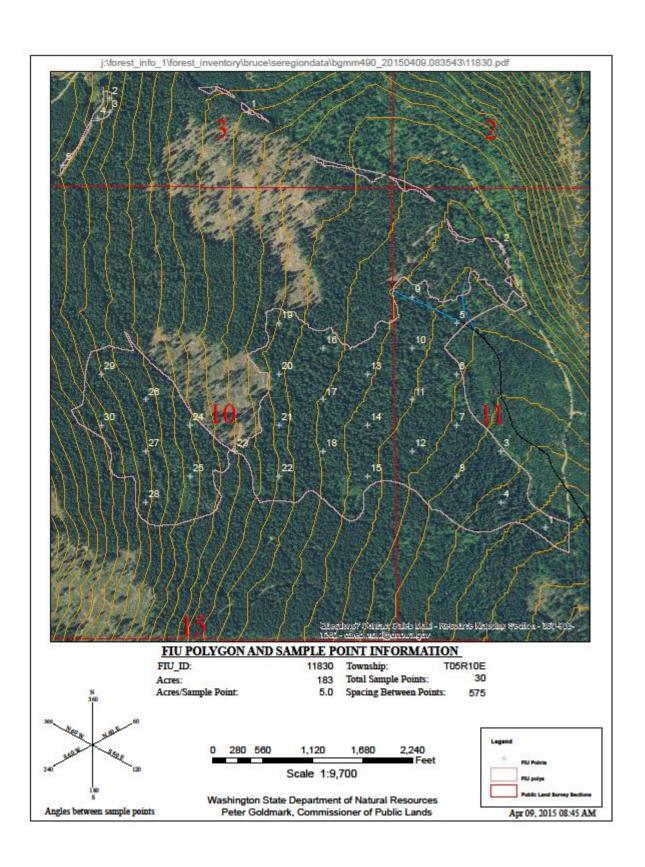


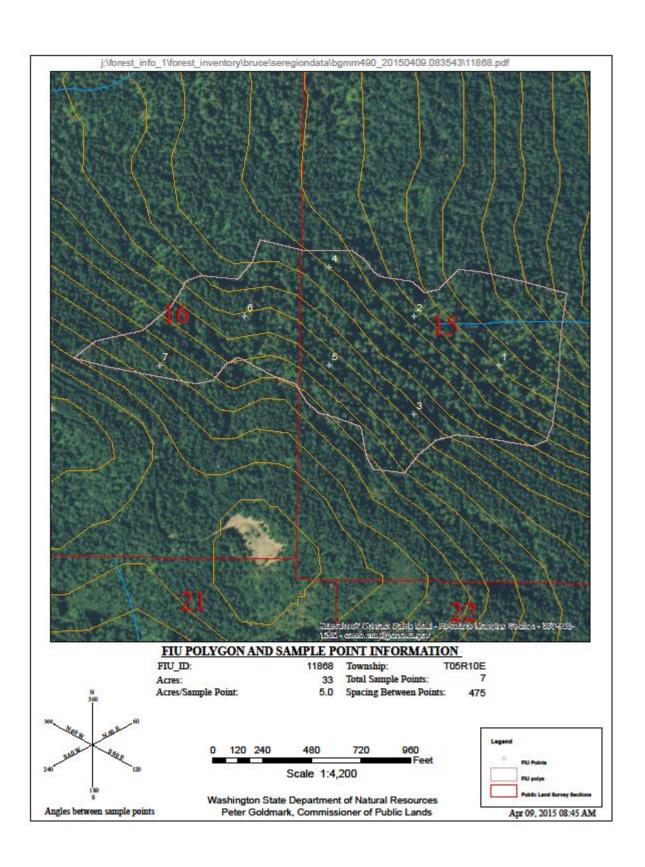


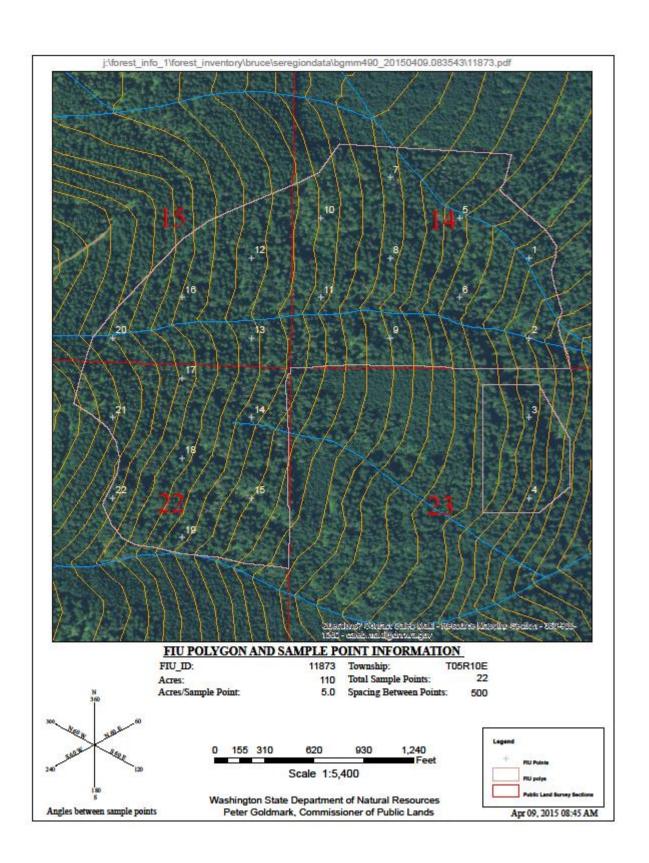


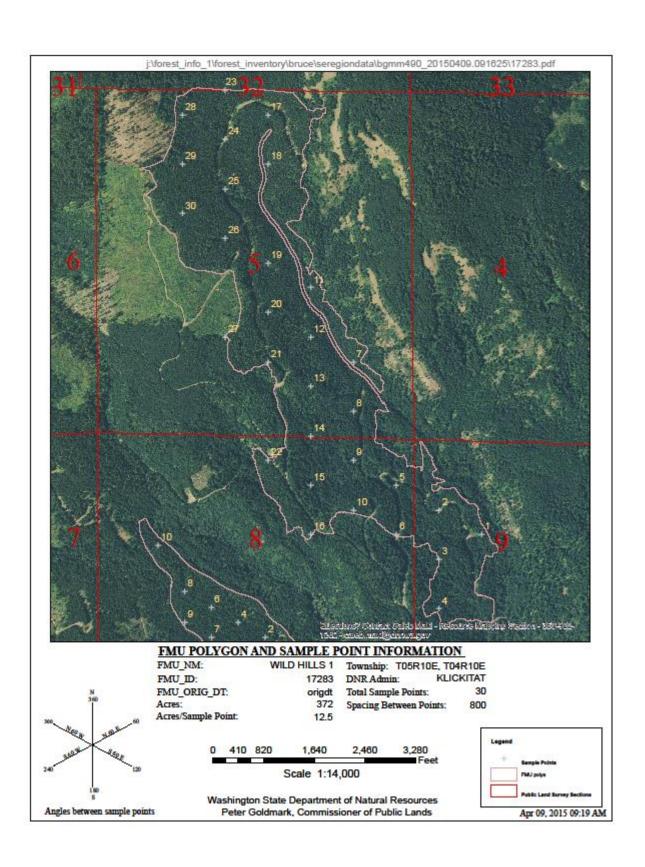


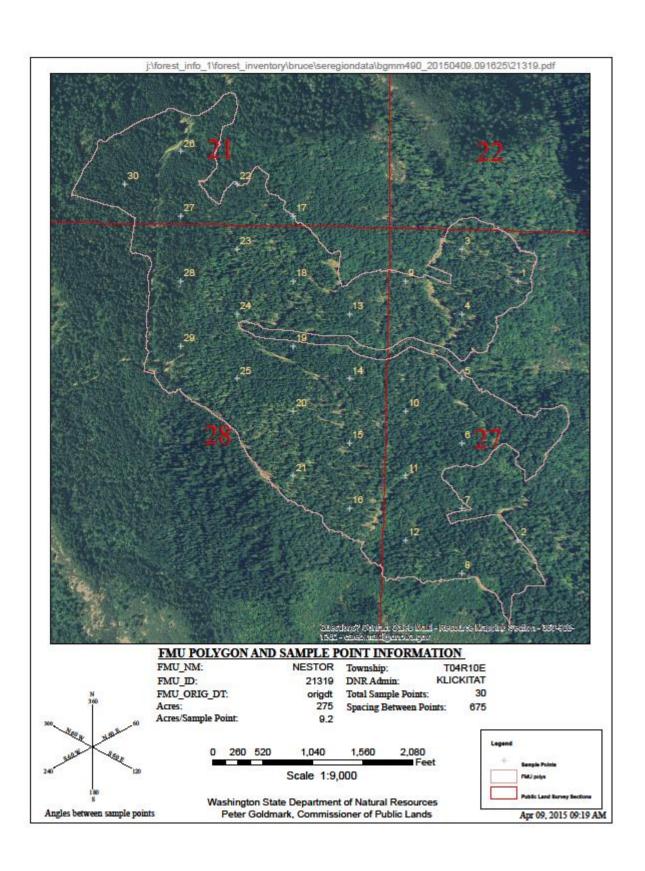


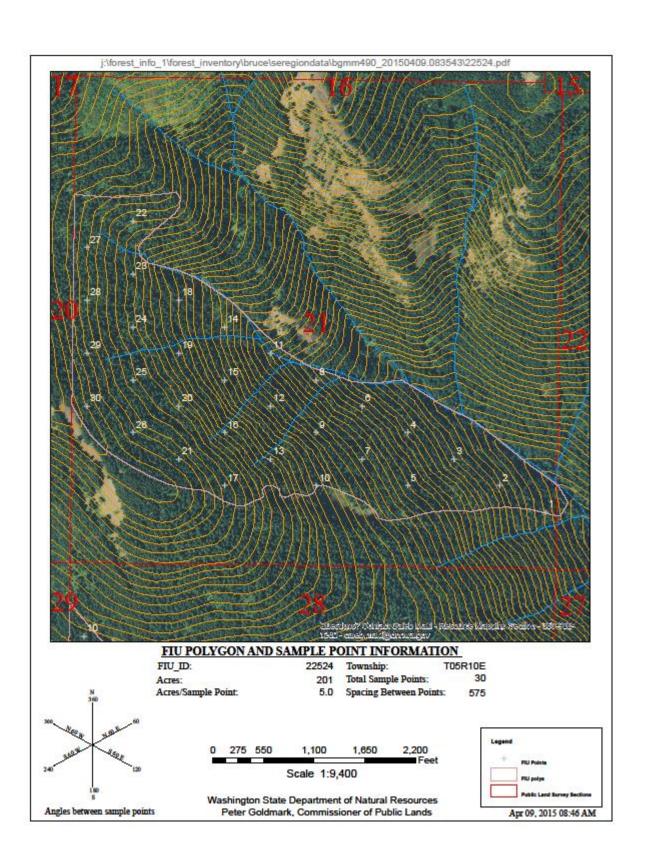


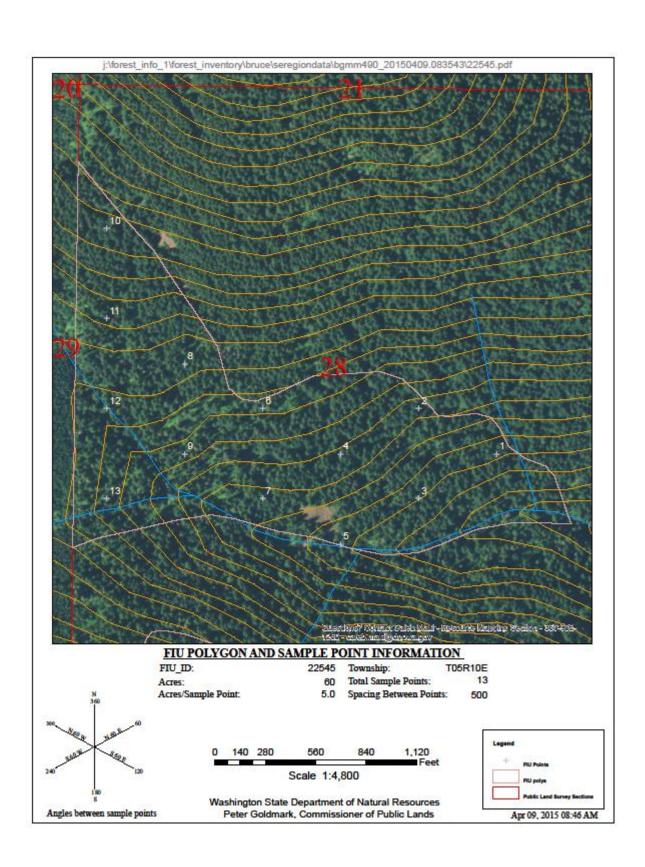


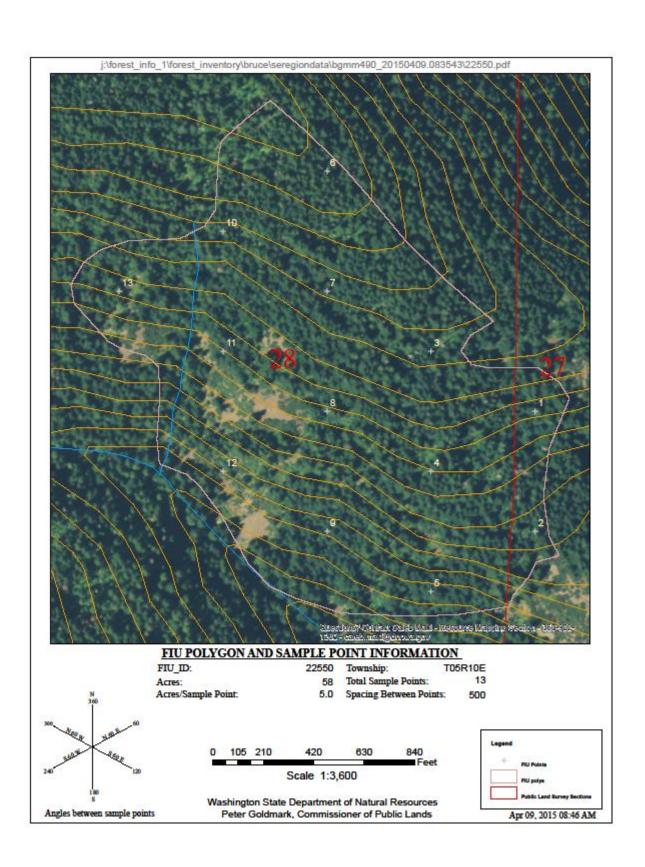


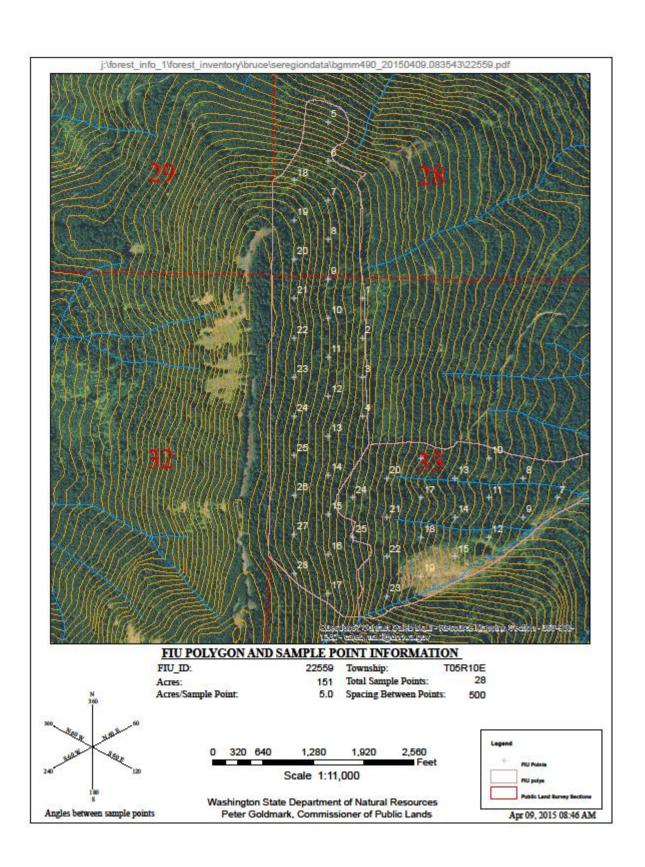


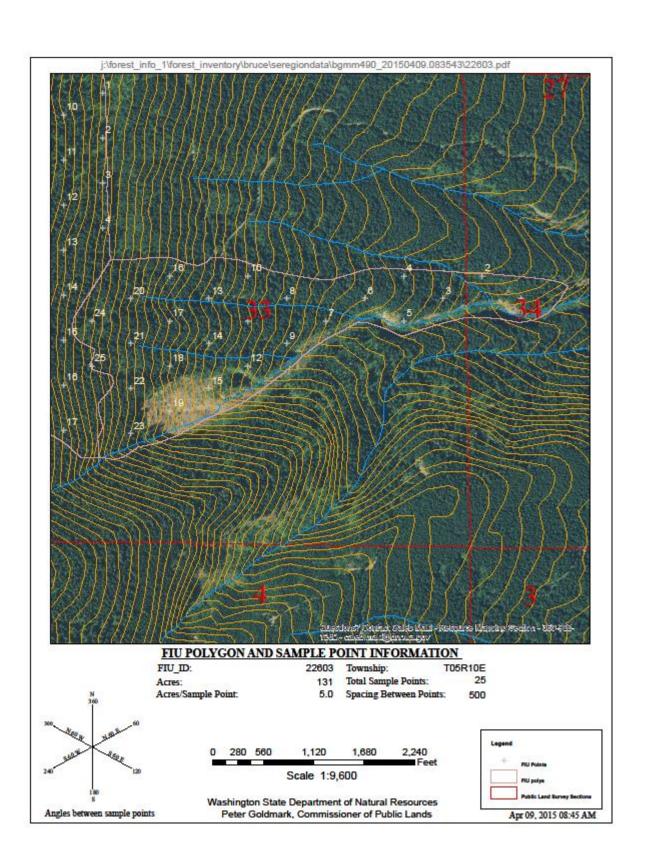


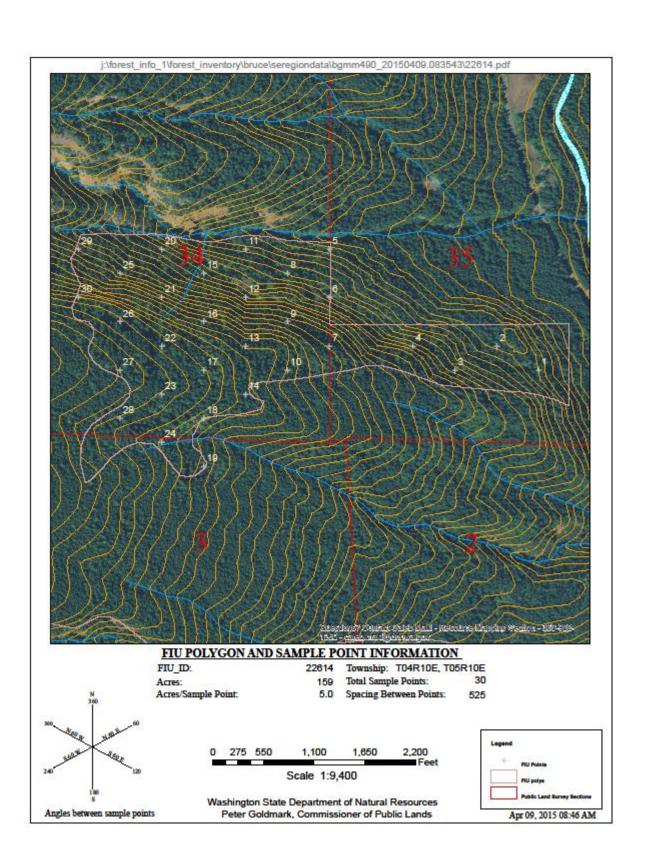


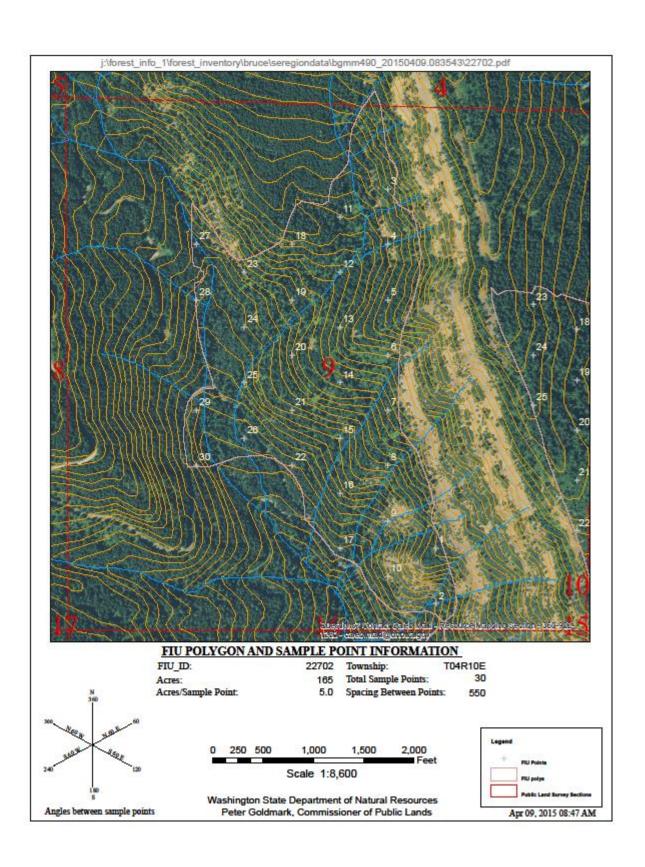


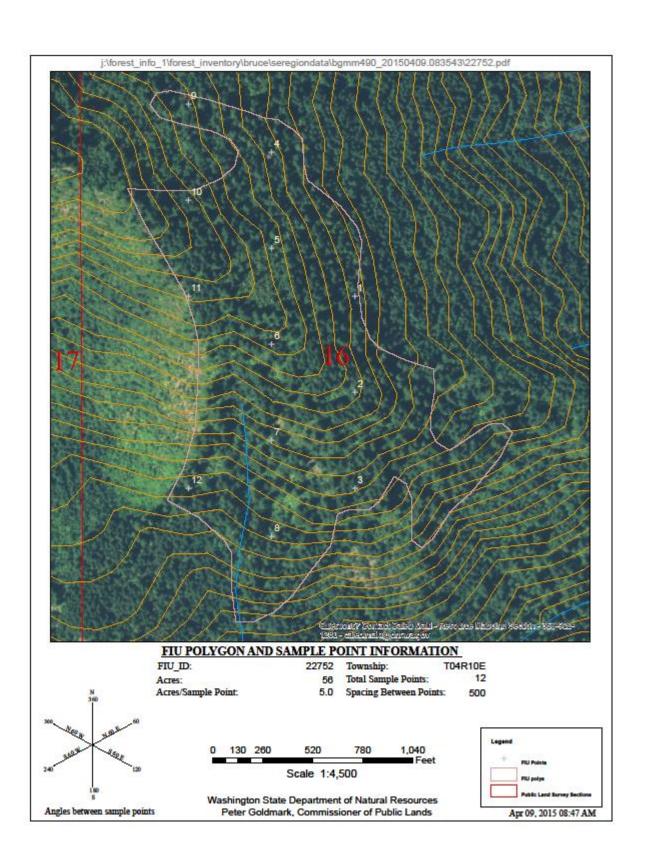


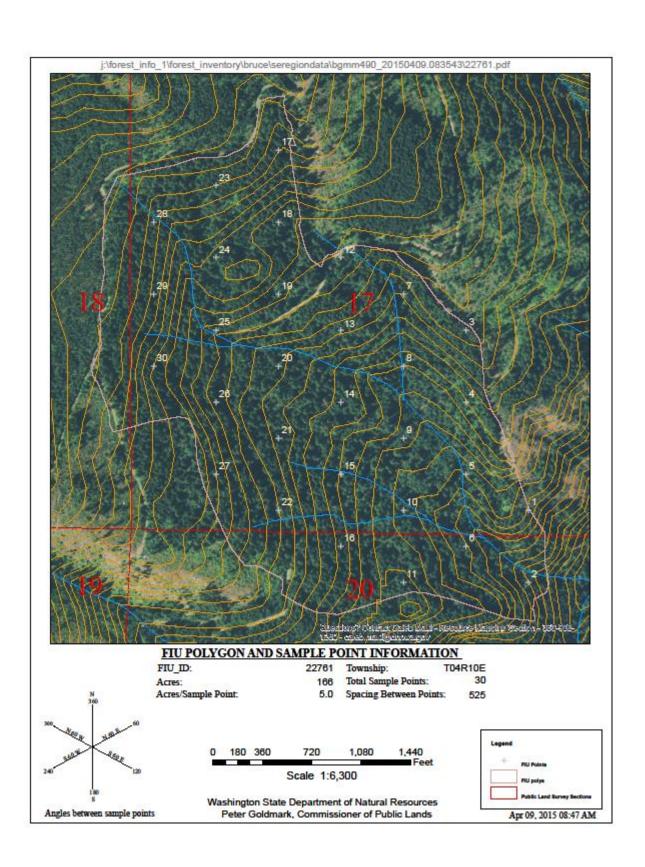


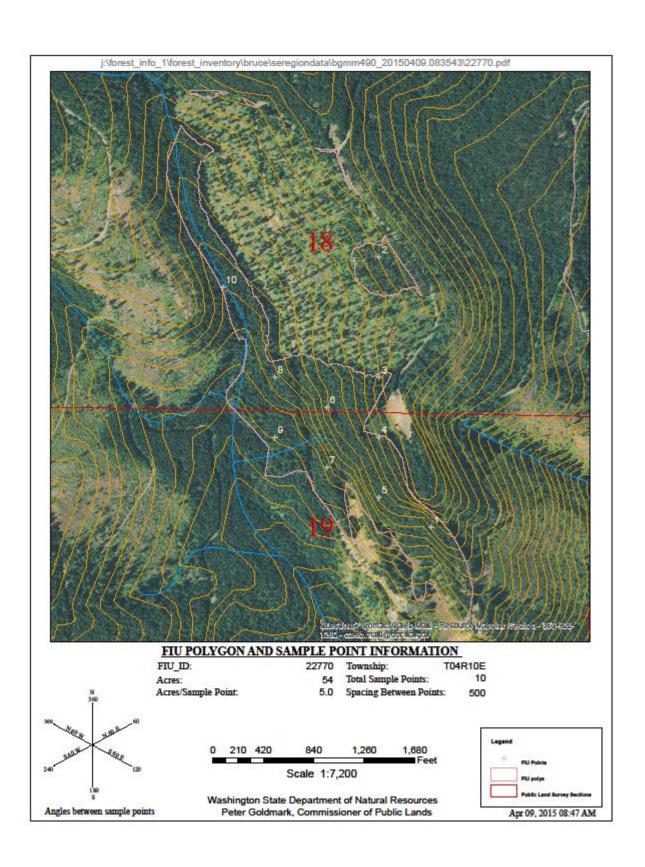


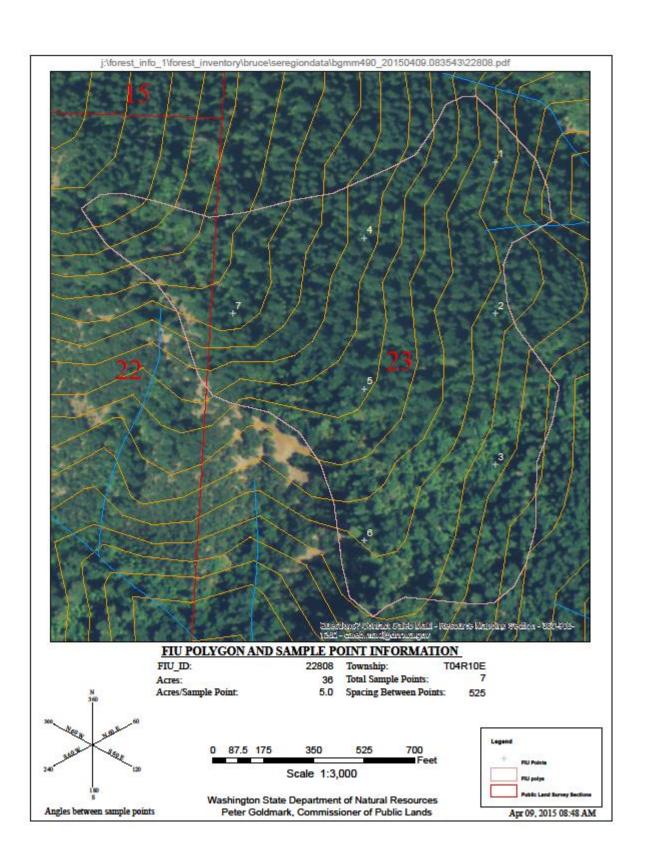


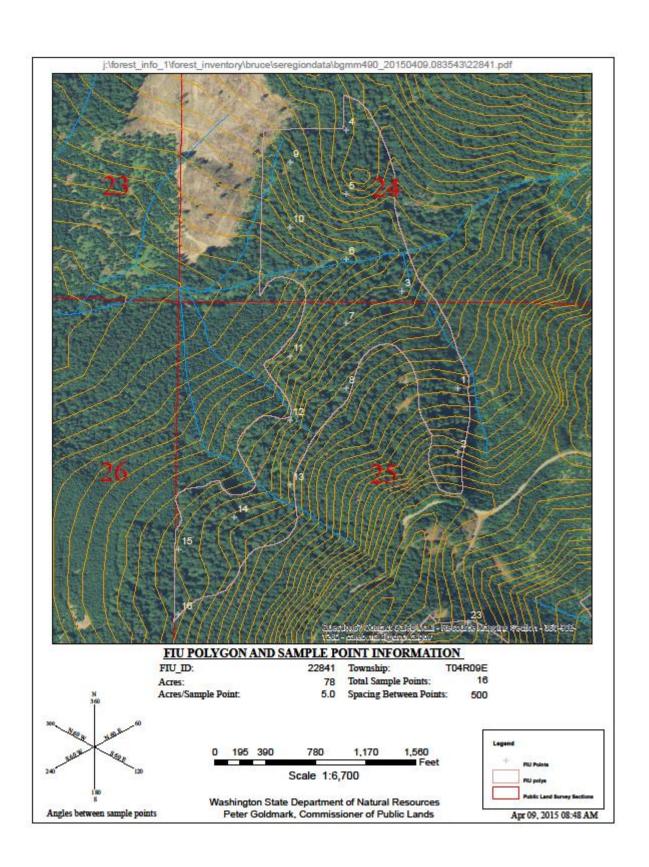


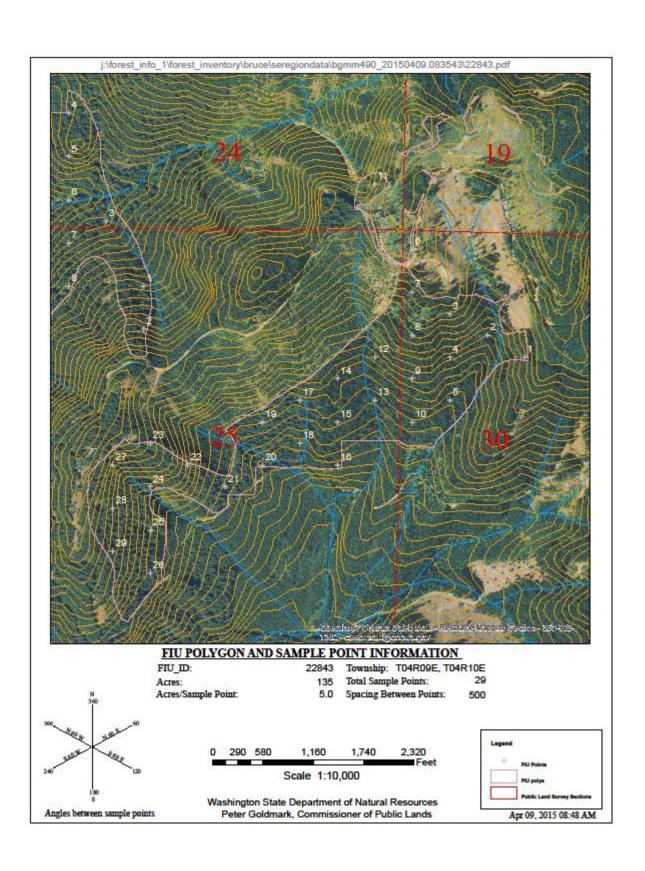












SECTION IV BID FORM

Husum Stand Survey Units

INVITATION TO BID/CONTRACT NUMBER 1625

Award of contract shall be on a "lowest total bid" basis.

At the following rates, the undersigned hereby offers and agrees to furnish materials, equipment, supplies, supervision, and services in compliance with all terms, conditions and specifications of Invitation to Bid/Contract Number 1565.

Item No.	Unit Number.		# of Plots	Unit Bid Price (Per Plot)	Unit Total ¹
1	11868		7	\$ /Plot	\$
2	11873		22	\$ /Plot	\$
3	22603		25	\$ /Plot	\$
4	22614		30	\$ /Plot	\$
5	22702		30	\$ /Plot	\$
6	22808		7	\$ /Plot	\$
7	22841		16	\$ /Plot	\$
8	22909		14	\$ /Plot	\$
9	22524		30	\$ /Plot	\$
10	22545		13	\$ /Plot	\$
11	22550		13	\$ /Plot	\$
12	11830		30	\$ /Plot	\$
13	22559		28	\$ /Plot	\$
14	22752		12	\$ /Plot	\$
15	22761		30	\$ /Plot	\$
16	22770		10	\$ /Plot	\$
17	22843		29	\$ /Plot	\$
18	22848		7	\$ /Plot	\$
19	17283		30	\$ /Plot	\$
20	25040		24	\$ /Plot	\$
21	26265		10	\$ /Plot	\$
22	21319		30	\$ /Plot	\$
23	74288		26	\$ /Plot	\$
24	66051		9	\$ /Plot	\$
25	60179		12	\$ /Plot	\$
26	71511		22	\$ /Plot	\$
27	60701		10	\$ /Plot	\$
28	47669		21	\$ /Plot	\$
		Total number of Plots	547	Total Bio	d \$

April 15, 2016

Husum Stand Survey Contract # 1625

	ess named hereon is certified by the Office of (Enter either minority or woman, if appropris	Minority and Women's Business Enterprises and is	bidding as a ov	vned
o dome oo.		Address		
		City and State		
	Title	Phone		
Note:				
Detach an	d return one (1) copy of this form.			

¹Exclusive of Washington State Sales Tax.

SECTION V OFFER and CONTRACT AWARD

OFFER (For Bidder Use Only)

On condition of a contract award within sixty (60) days of bid opening and for the bid price the undersigned hereby offers and agrees to furnish materials, equipment, supplies, supervision, and services in compliance with all terms, conditions and specifications of Invitation to Bid/Contract Number 1625. Submittal of this document with authorized signature constitutes complete understanding of all terms and conditions. And further, submittal of this document constitutes acceptance of and agreement to comply with all terms and condition of the contract if awarded, and verifies that all goods and services will be available throughout the contract period.

(Company Name)					
(Address)					
(City)	(State)	(Zip)			
(UBI No.)			Ву:	<u> </u>	(D. ()
(L & I Industrial Insuranc	e Account No.)		(Signature)		(Date)
(Farm Labor Contractor L	icense No.)			Printed Name)	
(Federal I.D. No. or Social	l Security No.)		(Title)		
			(phone No	.)	
CONTRACT AWARD (For Dept. of Nat. Reso	ources Use Only)			
Contract Number 1625 is	s hereby awarded	d and executed	l between		and the
State of Washington, De		ıral Resources	, to be effective	, 20	This award is for all
items listed on Bid Form	(Section IV).				
			State of Washington,		
			Department of Natura	al Resources	
		By:	(6:	(D. (.)	<u> </u>
			(Signature) Todd Welker	(Date)	
			Southeast Region Manager 713 Bowers Road Ellensburg, WA 98926-9301 Phone # 509-925-8510		

NOTE: Detach and return this form per clause 1-22.